

A SUBSTITUTE RESOLUTION BY

TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH GEORGIA POWER COMPANY ON BEHALF OF THE DEPARTMENT OF AVIATION FOR THE RELOCATION OF TEMPORARY OVERHEAD TRANSMISSION LINES TO UNDERGROUND DUCT BANKS IN THE FIFTH RUNWAY PROJECT AREA: PHASE 2, IN AN AMOUNT NOT TO EXCEED \$11,359,208.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER NUMBERS: 2H21 574001 R21E05069999 (\$8,459,208.00) AND 2H21 574001 R21E0506AZYO (\$2,900,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta as owner and operator of the Hartsfield Atlanta International Airport, has undertaken a major expansion of the Airport to accommodate the increasing air traffic at the airport, including construction of a Fifth Runway; and

WHEREAS, the Fifth Runway construction project will require the removal and relocation of distribution power lines, poles, a substation and related equipment, among other things, owned and operated by Georgia Power Company; and

WHEREAS, the City of Atlanta and Georgia Power Company have entered into a Phase 1 agreement, executed on February 23, 2001, which refers to a Phase 2 agreement to be entered into between the parties after determination of permanent location and final cost of installing the power lines and fiber optic cable in underground duct banks; and

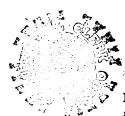
WHEREAS, in order to accomplish the relocation, Georgia Power Company requires the reimbursement of costs associated therewith, including advance payment for acquisition of materials that require long lead time and for engineering charges; and

WHEREAS, it is necessary to enter into an agreement with Georgia Power Company in order to provide for accomplishment of the work by Georgia Power Company and reimbursement of the cost thereof by the City, as hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to execute on behalf of the City of Atlanta a Reimbursable Agreement with Georgia Power Company covering the Relocation of Power Lines and Equipment from the area of the Fifth Runway Project at Hartsfield Atlanta International Airport, subject to reimbursement of the cost thereof by the City up to an amount not to exceed \$11,359,208.00 and containing other terms and conditions substantially in accordance with those set forth in the document attached hereto as Exhibit A, and made a part hereof by reference.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following Fund Account and Center Numbers: 2H21 574001 R21E05069999 (\$8,459,208.00) and 2H21 574001 R21E0506AZY0 (\$2,900,000.00).

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate contractual agreement for execution by the Mayor.



BE IT FINALLY RESOLVED, that this agreement shall not become binding on the City and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to Georgia Power Company.

A true copy

ADOPTED by the Council APPROVED by the Mayor

FEB 18, 2002 MAR 05, 2002



EXHIBIT A Terms and Conditions To be Contained in Georgia Power Company Agreement

Georgia Power Company shall be responsible for relocating its Infrastructure.

- 1) Georgia Power shall be responsible for construction of two 115 kilovolt underground transmission duct bank circuits and installation of a telecommunication optical fiber cable along a route selected by mutual agreement of the Parties. The approximately 9,400 foot route shall begin with both circuits at the overhead to underground transition yard near existing tower number 28 and shall end at the existing structure number 33AS and 33AN.
- 2) Georgia Power shall install a 25 kilovolt west feeder which requires building a new feeder that shall extend from the relocated Sullivan Road North through the proposed utility easement, shall next extend west crossing I-285 to Loop Road, and shall then extend south along Loop Road tying into the existing power in the switching cubicle at the corner of Loop Road and the driveway of the Bank of America Operations Center.
- 3) Georgia Power shall install feeder connections to Crystal Lake: This installation shall require Georgia Power to build two (2) feeders out of the new Crystal Lake substation. One (1) feeder will extend west down the new relocated Sullivan Road and tie in to the existing distribution at Riverdale Road. The other feeder shall extend east up the new relocated Sullivan Road and tie in to the existing distribution on the old existing Sullivan Road.
- 4) Georgia Power shall perform temporary and permanent additions and modifications to the Infrastructure, including but not limited to miscellaneous distribution removals, relocations, and modifications to accommodate the Fifth Runway Project. These additions and modifications shall not include building new feeders.
- 5) Georgia Power shall rebuild the Riverdale substation feeder that services the South Cargo area. This task shall include, but not be limited to, rebuilding the distribution lines on Clark Howell Road, from immediately north of Weems Street to Lake Mirror Road, and extending west along Lake Morrow to the Access Road. The task shall also include, but not be limited to building a new feeder south along the Access Road, extending approximately 1000 feet before crossing I-285 to Loop Road, then extending south along Loop Road and tying into the existing distribution lines at the switching cubicle at the corner of Loop Road and ASR Road.
- 6) Georgia Power will coordinate its construction schedules under this Agreement with the City in order to minimize any potential disruption to Airport operations. Georgia Power shall use due diligence to complete the project in a timely fashion.
- 7) Other terms and conditions as deemed necessary to protect the best interest of the City.

Atlanta City Council

Regular Session

02-R-0204 Contractual Agreement with GA Power
Re. 5th Runway Project: \$11,359,208.00
ADOPT ON SUB

YEAS: 13
NAYS: 0
ABSTENTIONS: 1
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith Y Archibong NV Moore Y Mitchell Y Starnes Y Fauver Y Martin Y Norwood A Young Y Shook Y Maddox Y Willis Y Winslow Y Muller Y Boazman NV Woolard

□3rd □V Vote ☑RC Vote FINAL COUNCIL ACTION ATLANTA CLI Y COUNCIL PRESIDENT MAYOR'S ACTION 100 CO 2007 CERTIFIED FEB 1 8 2002 Readings □1st & 2nd ☐Consent Fav, Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) Committee Committee Members Members Refer To Refer To Other: Action: Other: Action: Date Chair Date Chair First Reading Fav./Adv, Hold (see rev. side) Fav, Adv, Hold (see rev. side) 13CINSUL TRANSPORT Committee Committee Members Refer To Refer To Other: Action: Action: Date Chair ate 7 Other; Chair Referred to Committee Date ADOPTED B FEB 18 2002 Concilmental I Jang Abstrum 1st ADOPT 2nd READ & REFER COUNCIL A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL POWER **COMPANY ON BEHALF OF THE DEPARTMENT** OF AVIATION FOR THE RELOCATION OF TRANSMISSION LINES TO UNDERGROUND DUCT BANKS IN THE FIFTH RUNWAY PROJECT AREA: PHASE AMOUNT NOT TO EXCEED \$11,359,208.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM THE FOLLOWING FUND, ACCOUNT AND CENTER 2H27 574001 R21E050693CG \$8,459,208.00), 2H27 574001 R21E0506AZYO 574001 R21E0506AZY0 (\$2,175,000.00); AND FOR 02- / -0204 BY TRANSPORTATION COMMITTEE GEORGIA (Do Not Write Above This Line) REGULAR REPORT REFER PERSONAL PAPER REFER OVERHEAD ADVERTISE & REFER CONSENT REFER AND WITH OTHER PURPOSES. Date Referred Date Referred Date Referred A RESOLUTION Referred To: \$725,000.00) Referred To: Referred To: AGREEMENT TEMPORARY IN AN NUMBERS: